

**LEE M. LARKIN**

llarkin@doblaw.com

Board Certified - Civil Trial Law

Texas Board of Legal Specialization

Fellow | Chartered Institute of Arbitrators

February 19, 2019

**Via Email (FOIA HQ@epa.gov) and FedEx**

National Freedom of Information Officer

U.S. Environmental Protection Agency

1200 Pennsylvania Avenue, NW

Washington, D.C. 20004


Re: Freedom of Information Act Request; Cause No. 2018-39920; *U.S. Pipeline, Inc.*  
*v. Rover Pipeline LLC*; In the 333rd Judicial District Court of Harris County,  
Texas (the "Litigation")

Dear Sir or Madam:

Please be advised that this Firm represents U.S. Pipeline, Inc. in the above-referenced Litigation. Our office would like to obtain copies of the documents on the attached Exhibit A.

Please feel free to contact me at the telephone number or email address listed if you should need any additional information. Also, if there is a cost for the copies, please remit the invoice to our office and we will forward payment upon receipt.

Regards,



Lee M. Larkin

LML/mac

Enclosure

cc: Davis Bradford

## **EXHIBIT A**

Definitions for the following requests are attached as **Exhibit A-1**.

### **REQUESTS FOR PRODUCTION**

Any materials in Your Control—physical and/or electronic, including, but not limited to, records, notes, emails, text messages, audio records, and/or video records—evidencing:

1. All documents and communications relating to and/or referencing the construction schedule for the Rover Pipeline Project, including any drafts, revisions, or amendments thereto.
2. All documents and communications relating to and/or referencing any delays in construction of the Rover Pipeline Project.
3. All documents and communications by and between Rover, on the one hand, and any representative or agent of U.S. Environmental Protection Agency, on the other, related to and/or referencing the Rover Pipeline Project or any part thereof.
4. All documents and communications relating to and/or referencing access (ingress/egress), including lack thereof, to the pipeline and Work Sites related to the Rover Pipeline Project. This request includes documents and communications requesting and/or related to variances.
5. All documents and communications relating to and/or referencing welding procedures for the Work including, but not limited to, the final approved welding procedure governing the performance of all welds in the Work as referenced in Exhibit A to the Construction Contract.
6. All documents and communications regarding and/or relating to the Final Environmental Impact Statement, Federal Energy Regulatory Commission Docket No. CP15-93-000.
7. All documents and communications relating to and/or referencing the weather at the Rover Pipeline Project.
8. All documents and communications relating to allegations that Rover harmed wetlands in Stark County, Ohio.
9. All documents and communications relating to Rover allegedly polluting, degrading, and/or harming the quality of Ohio waters, including, but not limited to discharge of drilling fluids in the waters.
10. All documents and communications relating to Rover violating hydrostatic permits.

11. All documents and communications relating to inadvertent release of drilling fluids during or related to horizontal directional drilling in April 2017.
12. All documents and communications requesting the Stoneman House in Ohio and Rover's actions related thereto.
13. All documents and communications relating to, referencing, and/or reflecting the Captina Well.
14. All documents and communications relating to and/or referencing mud disposal and/or hauling mud from the Rover Pipeline Project.
15. All documents and communications relating to and/or referencing the Blasting Plan, including drafts thereof, relating to the Rover Pipeline Project.
16. All documents and communications relating to or by U.S. Environmental Protection Agency or any person or entity owning land at or near any Work Sites relating to and/or referencing the Rover Pipeline Project including, but not limited to, landowner complaints or requests for repairs.

## **EXHIBIT A-1**

### **DEFINITIONS**

1. “Plaintiff,” “USPL,” and “Contractor” each refer to U.S. Pipeline, Inc., its predecessors in interest, parents, subsidiaries, present or former partners, officers, directors, employees, agents, or other representatives of any of them and all persons acting or purporting act on behalf of any of the preceding.

2. “Defendant,” “Rover,” and “Company” each refer to Rover Pipeline LLC, its predecessors in interest, parents, subsidiaries, present or former partners, officers, directors, employees, agents, attorneys, or other representatives of any of them and all persons acting or purporting act on behalf of any of the preceding. Rover specifically includes Energy Transfer L.P., Energy Transfer Partners, L.P., Energy Transfer Partners, G.P., L.P., Energy Transfer Partners, L.L.C., Energy Transfer Equity, L.P., ETP Holdco Corporation, ET Rover Pipeline, LLC, Blackstone Energy Partners, Blackstone Capital Partners and their respective predecessors in interest, parents, subsidiaries, present or former partners, officers, directors, employees, agents, attorneys, or other representatives of any of them and all persons acting or purporting act on behalf of them.

3. “Energy Transfer” refers to Energy Transfer L.P., its predecessors in interest, parents, subsidiaries, present or former partners, officers, directors, employees, agents, attorneys, or other representatives of any of them and all persons acting or purporting act on behalf of any of the preceding. Energy Transfer specifically includes Energy Transfer L.P., Rover Pipeline LLC, Energy Transfer Partners, L.P., Energy Transfer Partners, G.P., L.P., Energy Transfer Partners, L.L.C., Energy Transfer Equity, L.P., ETP Holdco Corporation,

ET Rover Pipeline, LLC, Blackstone Energy Partners, Blackstone Capital Partners and their respective predecessors in interest, parents, subsidiaries, present or former partners, officers, directors, employees, agents, attorneys, or other representatives of any of them and all persons acting or purporting act on behalf of them.

4. “Construction Contract” or “Construction Agreement” each refer to the Master Construction Agreement No.: MCA-585-2016-25820 between Rover Pipeline, an Energy Transfer Company, and U.S. Pipeline, Inc. related to the Rover Pipeline Project at Spread 1, Clarington Lateral, and Cadiz Lateral with an Effective Date of January 3, 2017, and attached hereto as **Exhibit 1** to the Petition.

5. “Spread 1” refers collectively to the construction and installation of a dual 42” high-pressure natural gas pipeline, identified as Line A and B (Work Offer No. MCA-585-2016-25820-01), as set forth in the Construction Contract and related to FERC Docket CP15-93-000.

6. “Clarington Lateral” refers to the construction and installation of a 42” high-pressure natural gas pipeline (Work Offer No. MCA-585-2016-25820-02) as set forth in the Construction Contract and related to FERC Docket CP15-93-000.

7. “Cadiz Lateral” refers to the construction and installation of a 30” high-pressure natural gas pipeline (Work Offer No. MCA-585-25820-03) as set forth in the Construction Contract and related to FERC Docket CP15-93-000.

8. “Work” refers to the doing of all things described in the Scope of Work defined in Part I of the Construction Contract all in accordance with the terms, conditions

and standards of the Construction Contract as well as any other additional things as may be necessary to achieve the intent of the Construction Contract in a timely manner.

9. “Work Sites” refers to the areas where the Work was performed.

10. “Project” and “Rover Pipeline Project” each refer collectively to the construction of certain natural gas facilities, namely Spread 1, Clarington Lateral, and Cadiz Lateral (and related to FERC Docket CP15-93-000), consisting of the installation of a 42 and 30-inch high pressure natural gas pipelines with ancillary facilities for Company.

11. “FERC” refers to the Federal Energy Regulatory Commission.

12. “Dominion” and “DEO” each refer to The East Ohio Gas Company a/k/a d/b/a Dominion East Ohio including its officers, directors, employees, agents, or other representatives of any of them and all persons acting or purporting act on behalf of any of the preceding.

13. “OEPA” refers to the Ohio Environmental Protection Agency, including its officers, directors, employees, agents, or other representatives of any of them and all persons acting or purporting act on behalf of any of the preceding.

14. “Petition” means the attached **Exhibit 1**.

15. “And/or”, “and”, and “or”, shall refer to all listed categories inclusively, not exclusively (i.e., not the option of producing one group of documents, or another, nor of producing documents for one group of the listed persons or entities, but not others).

16. “Any” refers to any and all listed categories inclusively (i.e. not the option of producing documents for one group of listed person or entities, but not others).

17. “You” or “Your” refers to U.S. Environmental Protection Agency and Your respective Representatives, including, but not limited to, Your employees, independent contractors, and/or agents.

18. “Representative(s)” and/or representative(s) means any and all agents, employees, servants, officers, directors, or other persons acting or purporting to act on behalf of the person or entity in question.

19. “Document(s)” and “documents” mean all documents and tangible things, in the broadest sense and include all written, typed, or printed matter and all magnetic, electronic, or other records or documentation of any kind or description in your possession, custody, or control, including those in the possession, custody, or control of any and all present or former directors, officers, employees, consultants, accountants, attorneys, or other agents, whether or not prepared by you, that constitute or contain matters relevant to the subject matter of this action. “Document” includes, but is not limited to, letters, reports, contracts, charts, diagrams, correspondence, text messages, WhatsApp messages, telegrams, memoranda (internal and external), agendas, schedules, calendars, summaries, notes, records, minutes, agreements, records or notations of telephone or personal conversations or conferences, interoffice or inter-company communications, e-mail, bulletins, circulars, pamphlets, photographs, faxes, invoices, tape recordings, computer printouts, drafts, logs, worksheets, and any other medium upon which intelligence or information can be recorded or retrieved, or any manner in which the mental processes of one individual are related to another. “Document” includes both the original form or copies, whether identical or non-identical, together with any changes, cancellations, revocations, rescissions, terminations,

copies bearing notations, addenda, supplements, amendments, additions thereto, revisions, exhibits, and appendices thereto or other information not on the originals regardless of origin and location. This includes, without limitation, the original and each copy, including all non-identical copies, regardless of origin and location.

20. “Communication(s)” means any oral or written utterance, notation, or statement of any nature whatsoever, by or to whomsoever, including, but not limited to, letters, notes, emails, texts, electronic and digital messages, conversations, discussions, interviews, consultations, agreements, and other understandings between two or more persons or entities.

21. The terms “relating to,” “reflecting,” “concerning,” or “regarding,” any given subject, when used to specify a document, communication, or statement—whether oral, written, or by conduct—means any document, communication, or statement that constitutes, contains, embodies, reflects, identifies, supports, justifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

22. All undefined terms and phrases shall have not only the meaning ascribed to them by ordinary custom and usage, but also the meaning ascribed to them by Merriam-Webster’s Collegiate Dictionary and the Construction Contract.